

2006 MAINTENANCE  
CONTRACT



WARREN COUNTY, INDIANA

PREPARED AND SUBMITTED BY

AD VALOREM SOLUTIONS, LLC

506 E. NORTH ST.

KOKOMO, INDIANA 46901

# MAINTENANCE AGREEMENT

## TABLE OF CONTENTS

	Page
<b>PROFESSIONAL SERVICES AGREEMENT.....</b>	<b>01</b>
1.0 General Undertaking.....	01
2.0 Term of Engagement.....	01
3.0 Nature of Engagement.....	01
4.0 Price and Payment.....	02
5.0 Non-circumvention.....	02
6.0 Notices.....	02
7.0 Termination.....	03
8.0 Independent Contractor Status.....	03
9.0 Security, No Conflicts.....	03
10.0 Insurance, Indemnity.....	03
11.0 Miscellaneous.....	03
<b>STATEMENT OF WORK.....</b>	<b>05</b>
12.0 Maintenance.....	05
12.1 New Construction.....	06
12.2 Demolitions.....	06
12.3 Splits and Combinations.....	06
13.0 Data Entry.....	06
14.0 Use of Records and Maps.....	06
15.0 Office Space and Equipment.....	07
16.0 Appeals.....	07
16.1 Informal Appeals.....	07
16.2 Formal Appeals.....	07
16.3 Appeals Beyond the PTABOA.....	07
17.0 Start and Completion.....	08
18.0 Assessor Responsibility.....	08
19.0 Additional Services.....	08
20.0 Notification of Taxpayer.....	08
<b>Agreement.....</b>	<b>09</b>
<b>Signatures.....</b>	<b>09</b>

# PROFESSIONAL SERVICES AGREEMENT

**THIS AGREEMENT** (the "Agreement") is hereby entered into between Ad Valorem Solutions, LLC, with office at 506 E. North St., Kokomo, IN 46901 (the "Contractor") and the County Assessor, with office at 125 N. Monroe Street, Suite 3, Williamsport, IN 47993-1196; the Township Assessors; and the Township Trustee Assessors, of Warren County (the "Assessor").

## **1.0 General Undertaking**

The parties are entering into this Agreement to establish a relationship whereby Assessor is commissioning Contractor to perform certain general consulting services and to deliver certain written findings and recommendations specified in the attached Statement of Work (collectively, "Maintenance").

## **2.0 Term of Engagement**

This Agreement shall commence on the date last below written and, unless terminated earlier in accordance with Section 7 ("Termination") shall continue in full force and effect until the Statement of Work is completed according to its terms. Termination shall have no effect on Assessor's obligation to pay the applicable labor rate or an equitable portion of any Fixed Price for Services that are rendered prior to the effective date of termination.

## **3.0 Nature of Engagement**

Contractor is being hired on a Fixed Price basis to perform the Services and provide the Deliverables according to specifications described in the Statement of Work (the "Maintenance"). Any changes to the scope of work shall be subject to a written Change Order that includes an appropriate adjustment to the price, delivery dates or a notation that no such adjustments are necessary. If the parties cannot agree on the characterization of an item as "out-of-scope," Contractor shall fill the request without prejudice to its claim for reasonable compensation. Unless otherwise stated, all work schedules shall be considered reasonably accurate estimates, subject to revision.

## **4.0 Price & Payment**

(a) Price. The Services and all Deliverables described in the Statement of Work are provided at a firm fixed price of Twelve Thousand Nine Hundred Dollars (\$12,900.00). The price includes Contractor's wages, overhead, general and administrative expenses and all other indirect costs and profit to be recovered or

charged under this Agreement. Contractor shall pay its personnel at least the minimum wage applicable to each labor classification.

(b) Invoices. The price for all Services shall be invoiced monthly based upon such portion to the fee as the percentage of the work completed during the preceding month.

(c) Payment. Payment shall be made within thirty (30) days after date of invoice or in accordance with the payment schedules as established by the Auditors office. Contractor reserves the right to cease work without prejudice and assert appropriate liens if amounts are not paid when due.

(d) Out-of-Pocket Costs. Except as otherwise set forth in this Agreement, prices quoted for Services include Contractor's reasonably anticipated out-of-pocket costs for travel. Any extraordinary expenses shall be subject to good faith negotiation by the parties.

## **5.0 Non-circumvention**

During the Term and for a period of one (1) year thereafter, Assessor agrees not to hire, solicit, nor attempt to solicit the services of any employee or subcontractor of Contractor without the prior written consent of Contractor. Violation of this provision shall, in addition to other relief, entitle Contractor to assert liquidated damages against Assessor equal to one hundred fifty (150) percent of the solicited person's annual compensation.

## **6.0 Notices**

Notices sent to either party shall be effective when delivered in person one (1) day after being sent by overnight courier, or two (2) days after being sent by first class mail postage prepaid to the address on the first page hereof or such other address as a party may give notice.

## **7.0 Termination**

This Agreement shall terminate upon expiration of the Term described in Section 2 ("Term of Engagement"). In addition to other relief, either party may terminate this Agreement if the other party breaches any material provision hereof and fails after receipt of notice of default to correct such default promptly or to commence corrective action reasonably acceptable to the aggrieved party and proceed with due diligence to completion. Either party shall be in default hereof if it becomes insolvent, makes an assignment for the benefit of its creditors, a receiver is appointed or a petition in Bankruptcy is filed with respect to the party and is not dismissed within thirty (30) days. Termination shall have no effect on the parties' rights or obligations under Section 5 ("Non-circumvention").

## **8.0 Independent Contractor Status**

Each party and its people are independent Contractors in relation to the other party with respect to all matters arising under this Agreement. Nothing herein shall be deemed to establish a partnership, joint venture, association or employment relationship between the parties. Each party shall remain responsible, and shall indemnify and hold harmless the other party, for the withholding and payment of all Federal, state and local personal income, wage, earnings, occupation, social security, worker's compensation, unemployment, sickness and disability insurance taxes, payroll levies or employee benefit requirements (under ERISA, state law or otherwise) now existing or hereafter enacted and attributable to themselves and their respective people.

## **9.0 Security, No Conflicts**

Each party agrees to inform the other of any information made available to the other party that is classified or restricted data, agrees to comply with the security requirements imposed by any state or local government, or by the United States Government, and shall return all such material upon request. Each party warrants that its participation in this Agreement does not conflict with any contractual or other obligation of the party or create any conflict of interest prohibited by the U.S. Government or any other government and shall promptly notify the other party if any such conflict arises during the Term.

## **10.0 Insurance, Indemnity**

Each party shall maintain adequate insurance protection covering its respective activities hereunder, including coverage for statutory worker's compensation, comprehensive general liability for bodily injury and tangible property damage, as well as adequate coverage for vehicles. Each party shall indemnify and hold the other harmless from liability for bodily injury, death and tangible property damage resulting from the acts or omissions of its officers, agents, employees or representatives acting within the scope of their work. Contractor shall supply proof of Insurance to the Assessor within thirty days of the signing of the contract.

## **11.0 Miscellaneous**

This document and the Statement of Work attached hereto constitute the entire and exclusive agreement between the parties with respect to the subject matter hereof and supersede all other communications, whether written or oral. This Agreement may be modified or amended only by a writing signed by the party against whom enforcement is sought. Except as specifically permitted herein, neither this Agreement nor any rights or

obligations hereunder may be transferred or assigned by Assessor without Contractor's prior written consent and any attempt to the contrary shall be void. Neither party shall be liable for delays caused by events beyond its reasonable control. Any provision hereof found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect. Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions. Headings are for reference purposes only and have no substantive effect.

## STATEMENT OF WORK

Under the terms of this contract the Contractor shall perform the duties required to assist the Assessors in adjusting the assessed values for the assessment year of 2006. Those duties will include updating the property record cards, as supplied by the Assessors, with new construction, new additions, and demolition of buildings (Maintenance). The Contractor shall perform these services on the following classes of property:

Residential

Industrial

Agricultural

Public Utilities

Commercial

Exempt

It is understood that the Contractor agrees to provide and perform the work provided herein in a professional manner that will promote client, taxpayer public confidence and support; and in accordance with:

- The Real Property Assessment Manual (50 IAC 2.3) as accepted by the State Board of Tax Commissioners on May 10, 2001;
- The Real Property Assessment Guidelines for 2002 – Version A;
- All applicable rules, regulations and requirements of the Department of Local Government Finance as they were in effect as of the date of this proposal;
- Recognized professional appraisal standards, methods and techniques;
- And in the same manner as the most recent general reassessment.

### 12.0 Maintenance

#### 12.1 New Construction

For each building permit issued to the Contractor, a responsible representative of the Contractor shall visit, inspect, and measure the structure as specified by the permit. In addition, the Contractor shall inspect the entire property for errors or omissions found on the property record card since the last countywide reassessment. When possible, the Contractor shall gain an interior inspection or gain interior information. If no one is home, and interior information is needed, the Contractor shall leave a door hanger at the property to allow the homeowner a means to contact the Contractor to gain the interior information.

If the property is not complete as of the assessment date, the Contractor will

establish a percentage complete and the card will be tagged for the next year's maintenance.

#### 12.2 Demolitions

For each demolition permit issued to the Contractor, a responsible representative of the Contractor shall visit and inspect the property for the destroyed structures as specified by the demolition permit. In addition, the Contractor shall inspect the entire property for errors or omissions found on the property record card since the last countywide reassessment.

If the structure was not destroyed as of the assessment date, the Contractor will establish a percentage complete and the card will be tagged for the next year's maintenance.

#### 12.3 Splits and Combinations

The Contractor, upon request from the Assessor, shall assist the Assessor with splits and combinations. The assistance shall be limited to five (5) working days. Any days beyond five (5) working days shall be billed as stated in Section 19 ("Additional Services").

### **13.0 Data Entry**

Upon completion of the field inspection, the Contractor shall return the permits with the updated property record card to the Assessor for entry into the CAMA system. It is the responsibility of the Contractor to input the updated property record information into the system. It remains the responsibility of the Assessor to update ownership, splits and administration information.

### **14.0 Use of Records and Maps**

The Assessor shall give access to tax maps that have splits and new subdivision updates as current to the assessment date as possible. These maps could be those used during the most recent reassessment, but should be updated with splits and combinations as of March 1, 2006.

### **15.0 Office Space and Equipment**

The Assessor agrees to furnish adequate space and utilities conveniently located to the Assessor's office for the duration of the project. In addition, the Assessor shall provide furniture, phone, and access to the CAMA system during working hours. The Assessor shall incur all expenses and liabilities resulting directly therefrom without any obligation to the Contractor.



## **16.0 Appeals**

### **16.1 Informal Appeals**

The Contractor shall supply responsible personnel to assist with informal hearings after the notice of assessments have be released. The Contractor will assist in complaints as to revised or new valuations placed upon the properties by the Contractor.

As part of this agreement the Contractor shall supply five (5) days for informal hearings. Additional days will be billed by the Contractor to the Assessor at a per diem rate of \$400.00 per day.

### **16.2 Formal Appeals**

The Contractor shall supply, upon request, a responsible representative to the formal hearing held by the Property Tax Assessment Board of Appeals, to assist in the settlement of any complaints not resolved in the informal hearings process.

As part of this agreement the Contractor shall supply three (3) days for formal hearings. Additional days will be billed by the Contractor to the Assessor at a per diem rate of \$400.00 per day.

### **16.3 Appeals Beyond the PTABOA**

If an assessed value recommended by the Contractor is appealed beyond the PTABOA, a responsible representative shall, upon request, be present at the hearing to bear professional testimony and evidence as to the value placed on said property.

The Contractor shall submit a claim to the Assessor at a per diem rate of \$450.00 per day.

All per diem amounts shall include necessary field and office preparations, travel and waiting time, preliminary meetings and actual hearing time. Payment shall be made to the Contractor within thirty (30) days of submission of claims.

## **17.0 Starts and Completion**

The Contractor agrees to commence the work as set forth within thirty (30) days from the signing of the Agreement and to prosecute the same without interruption until its completion. The Contractor shall complete the program and submit the finished cards to the Assessor on or before June 15, 2006.

## **18.0 Assessor Responsibility**

The Assessor shall provide:

- A copy of each new building or demolition permit attached to the most current copy of the corresponding property record card;
- Incomplete permits held over from the 2005 maintenance attached to the most current copy of the corresponding property record card;
- The permits and cards shall be arranged in a mutually agreed order;
- All building permits should be from January through December of 2005 and should be submitted to Contractor on or before February 1, 2006; and
- Demolition permits may be submitted until July 15, 2006.

The final determination of the true tax value and assessed value is and shall remain the responsibility of the Assessor.

## **19.0 Additional Services**

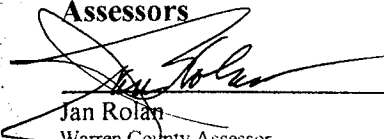
The Contractor, upon request from the Assessor, may perform additional services outside of the scope of this contract. Those services will be executed at a per diem fee basis as required by the Assessor and supplied by the Contractor. The Contractor per diem charge shall be \$400.00 per day.

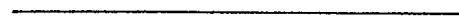
## **20.0 Notification of Tax Payer**


It is the responsibility of the Assessor, upon completion of the Statement of Work by the Contractor, to print and send notification of the new assessment for the lien date of March 1, 2006. The notification will be printed on the form prescribed by the Department of Local Government Finance.

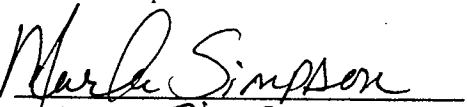
IN WITNESS WHEREOF, for adequate consideration and intending to be legally bound, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized representatives on this 31<sup>st</sup> Day of March, 2006.

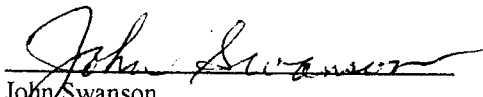
**Assessors**


  
Jan Rolan  
Warren County Assessor

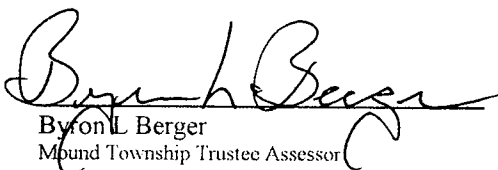
  
Jerry McCoskey  
Adams Township Trustee Assessor

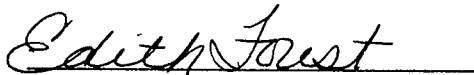
  
Joy Hetrick  
Jordan Township Trustee Assessor


  
Marla Lewis Simpson  
Kent Township Trustee Assessor

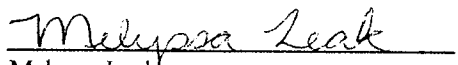
  
John Swanson  
Liberty Township Trustee Assessor

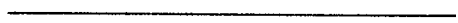
  
Dann Keiser  
Medina Township Trustee Assessor

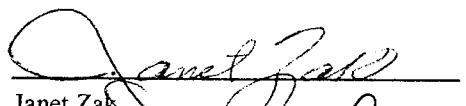
  
Byron L. Berger  
Mound Township Trustee Assessor

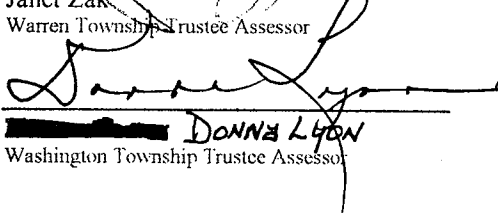
  
Edith Foust  
Pike Township Trustee Assessor

  
Roger Eberly  
Pine Township Trustee Assessor

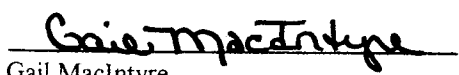
  
Melyssa Leak  
Prairie Township Trustee Assessor

  
Marsha Wagoner  
Stueben Township Trustee Assessor

  
Janet Zak  
Warren Township Trustee Assessor

  
DONNA LYON  
Washington Township Trustee Assessor

**Ad Valorem Solutions, LLC**

  
Gail MacIntyre  
Senior Partner